

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

§
WILFRED OMOLOH and §
KATHLEEN OMOLOH, §
§
Plaintiffs, §
§
v. § **Civil Action No. 4:17-cv-00160-O-BP**
§
BANK OF AMERICA, N.A., §
§
Defendant. §
§

**ORDER ACCEPTING FINDINGS, CONCLUSIONS, AND RECOMMENDATION
OF THE UNITED STATES MAGISTRATE JUDGE**

The United States Magistrate Judge has issued Findings, Conclusions, and Recommendation (“FCR”) in this matter (ECF No. 21). The Magistrate Judge recommends that the Court deny Plaintiff Wilfred Omoloh’s (“Plaintiff”) Motion for Temporary Restraining Order/Injunction (ECF No. 11), filed April 12, 2017; grant Asem Z. Eltiar’s Motion for Withdrawal as Counsel (ECF No. 18), filed April 28, 2017; and grant Defendant Bank of America, N.A.’s Motion to Enforce Settlement Agreement (ECF No. 16), filed April 24, 2017.

After the Magistrate issued his FCR, Plaintiff filed an Amended Application for Ex-Parte Temporary Restraining Order and Temporary Injunction (ECF No. 22), filed May 18, 2017. The ex-parte motion is duplicative of Plaintiff’s previously filed injunction motion and Plaintiff offered no justification for filing the new application ex-parte. Therefore, the Court hereby **DENIES** Plaintiff’s Amended Application for Ex-Parte

Temporary Restraining Order and Temporary Injunction (ECF No. 22) and only considers Plaintiff's earlier Motion for Temporary Restraining Order/Injunction here.

On May 22, 2017, Plaintiff filed Plaintiff's Motion Opposing Defendant's Motion to Enforce Settlement Agreement (ECF No. 24). The Court construes this motion as objections to the FCR. Plaintiff's sole objection relevant to the FCR is an allegation that Plaintiff was tricked or misled into signing the settlement agreement, which Defendant seeks to enforce, by his attorney, Asem Eltiar, who now seeks to withdraw. Pl.'s Mot. Opposing Mot. Enforce Settlement 5, ECF No. 24. The Court ordered expedited briefing on Plaintiff's allegations and briefing is now complete. *See* May 31, 2017 Order, ECF No. 25; *see also* ECF Nos. 27–31.

Having reviewed Plaintiff's objections and the subsequent briefing, the Court finds that there is no support for Plaintiff's contention that he was tricked or misled into the settlement agreement by any misconduct on the part of his attorney. In fact, Plaintiff's own exhibits demonstrate that he understood the terms of the settlement agreement, entered into it willingly, and sought to fulfill the terms of the agreement. *See* Pl.'s Mot. Opposing Mot. Enforce Settlement App., Ex. B, ECF No. 24.

Therefore, after reviewing all relevant matters of record in this case, including the FCR and Plaintiff's objections thereto, in accordance with 28 U.S.C. § 636(b)(1), the Court is of the opinion that the Findings and Conclusions of the Magistrate Judge (ECF No. 21) are correct and they are **ACCEPTED** as the Findings and Conclusions of the Court.

Accordingly, it is **ORDERED** that Plaintiff Wilfred Omoloh's Motion for Temporary Restraining Order/Injunction (ECF No. 11) is **DENIED**, Asem Z. Eltiar's

Motion for Withdrawal as Counsel (ECF No. 18) is **GRANTED**, and Defendant's Motion to Enforce Settlement Agreement (ECF No. 16) is **GRANTED**. It is **ORDERED** that Plaintiffs Wilfred Omoloh and Kathleen Omoloh execute the settlement agreement and return it to counsel for Defendant no later than seven (7) days after the date of this Order. It is further **ORDERED** that Plaintiffs' claims are **DISMISSED with prejudice**.

SO ORDERED on this **15th day of June, 2017**.



Reed O'Connor
UNITED STATES DISTRICT JUDGE